

DIALOGIC® MEDIA GATEWAY SERIES WORLDWIDE CHANNEL STARTER KIT - TERMS AND CONDITIONS

DETAILS, DATES, AND DEFINITIONS

These terms and conditions apply to the Dialogic® Media Gateway Series Worldwide Starter Kit Program (hereinafter referred to as the “Starter Kit Program”), which is sponsored by Dialogic Corporation (“Dialogic”).

Per the Starter Kit Program, Dialogic is enabling certain authorized distributors worldwide (hereinafter referred to as “Distributors”) to extend up to three (3) separate offers (see below for details and applicability) under certain conditions to qualifying customers who purchase qualifying Dialogic gateways from a Dialogic Media Gateway Series (hereinafter referred to as a “qualifying Dialogic gateways”) and/or a qualifying Dialogic® Diva® SIPcontrol™ Software License (hereinafter referred to as a “qualifying SIPcontrol Software License”), during the period of June 15, 2008 through December 31, 2008 in the Americas region and October 1, 2008 through December 31, 2008 in APAC and EMEA regions (these periods being collectively and/or individually referred to hereinafter as “the Program Period”). Note that the Program Period can be extended beyond the December 31, 2008 for one or more of the Americas, EMEA and APAC regions at the discretion of Dialogic and without advanced notice.

The following definitions apply for purposes of the Starter Kit Program:

- “Distributors” are certain entities that have signed a currently valid Distributor Agreement or Indirect Distributor Agreement with Dialogic and which have been approved by Dialogic to sell the Dialogic® Media Gateway Series and/or Dialogic® Diva® SIPcontrol™ Software License in one or more territories within the Americas, EMEA, or APAC regions. To find out whether a specific entity is a Distributor for your region, or to obtain a list of eligible Distributors for your region, please contact:
 - jeremy.burton@dialogic.com (Americas region)
 - michael.schwidder@dialogic.com (EMEA region)
 - peijiang.ding@dialogic.com (APAC region)
- The “qualifying Dialogic gateways” are those listed below. For purposes of the Starter Kit Program, qualifying Dialogic gateways do not include any from the Dialogic® 3000 Media Gateway Series, and all “1 Yr Bundle” models also include the applicable 1 year Dialogic® Pro™ Services High Availability Service Contract, which is also known as a Dialogic® Pro™ Standard Per Unit Plan for Dialogic® Media Gateway Series.
 - The following units/models are qualifying Dialogic gateways from the Dialogic® 1000 Media Gateway Series (“DMG1000 Series”):
 - DMG1004LSW
 - DMG1008LSW
 - DMG1008DNIW
 - DMG1008MTLDNIW
 - DMG1008RLMDNIW
 - 1Yr Bundle w/ DMG1004LSW
 - 1Yr Bundle w/ DMG1008DNIW
 - 1Yr Bundle w/ DMG1008LSW
 - 1Yr Bundle w/ DMG1008MTLDNIW
 - 1Yr Bundle w/ DMG1008RLMDNIW

- The following units/models are qualifying Dialogic gateways from the Dialogic® 2000 Media Gateway Series (“DMG2000 Series”):
 - DMG2030DTI
 - DMG2060DTI
 - DMG2120DTI
 - DMG2060DTIS
 - DMG2120DTIS
 - 1Yr Bundle w/ DMG2030DTIQ
 - 1Yr Bundle w/ DMG2060DTIQ
 - 1Yr Bundle w/ DMG2120DTIQ
 - 1Yr Bundle w/ DMG2060DTISQ
 - 1Yr Bundle w/ DMG2120DTISQ
- The following units/models are qualifying Dialogic gateways from the Dialogic® 4000 Media Gateway Series (“DMG4000 Series”):
 - DMG4060DTI
 - DMG4120DTI
 - 1Yr Bundle w/ DMG4060DTI
 - 1Yr Bundle w/ DMG4120DTI
- The “qualifying SIPcontrol Software Licenses” for the Dialogic® Diva® SIPcontrol™ Software are the following:
 - Diva SIPcontrol 120 CH SW license
 - Diva SIPcontrol 96 CH SW license
 - Diva SIPcontrol 60 CH SW license
 - Diva SIPcontrol 48 CH SW license
 - Diva SIPcontrol 30 CH SW license
 - Diva SIPcontrol 24 CH SW license
 - Diva SIPcontrol 8 CH SW license
- a “qualifying customer” must be a value added reseller (VAR), system integrator, Original Equipment Manufacturer (OEM) or application developer.

OFFERS EXTENDABLE TO QUALIFYING CUSTOMERS

For a Distributor to be able to extend the following Starter Kit Offers to its customers, it is the Distributor, not the customer, which must separately order the Starter Kit each offer for each customer to which the offers will be extended.

Per the Starter Kit Program, each of the three (3) offers is potentially available to qualifying customers who purchase qualifying Dialogic gateways, whereas only one (1) offer (i.e., the Price Discount OFFER #1) is available to qualifying customers who purchase a qualifying SIPcontrol Software License.

Note that the Price Discount OFFER #1 can only be extended to qualifying customers who have not previously purchased one of any of the qualifying SIPcontrol Software Licenses, and only to a qualifying customer’s purchase of one (1) qualifying SIPcontrol Software License during the Program Period, such one (1) qualifying SIPcontrol Software License being either the first qualifying SIPcontrol Software License bought during the Program Period, or, if more than one

(1) qualifying SIPcontrol Software License is purchased in a qualifying customer's first order during the Program Period, to the highest price qualifying SIPcontrol Software License. Also, the Starter Kit Program Offers can only be extended to qualifying customers who have not previously purchased a qualifying Dialogic gateway within the same Series as the qualifying Dialogic gateway the qualifying customer is seeking to purchase under the Starter Kit Program. For example, if a qualifying customer had previously purchased a qualifying Dialogic gateway from the DMG2000 Series but not one from the DMG1000 or DMG4000 Series, then the qualifying customer could only be eligible for the Starter Kit Program Offers if it purchases a qualifying Dialogic gateway from the DMG1000 Series or the DMG4000 Series during the Program Period. Also, the Starter Kit Program Offers are only applicable for a qualifying customer's first purchase of a unit/model within any eligible Series of qualifying Dialogic gateways during the Program Period. Thus, a qualifying customer can receive the Discount Offer only up to three (3) times during the Program Period - one (1) time for a first overall purchase of a DMG1000 Series qualifying Dialogic gateway, one (1) time for a first overall purchase of a DMG2000 Series qualifying Dialogic gateway, and/or one (1) time for a first overall purchase of a DMG4000 Series qualifying Dialogic gateway.

OFFER #1 - Price Discount

Subject to the restrictions set out above, during the Program Period, Distributors will receive a 50% price discount off their standard distributor cost, and can pass along a 50% price discount to qualifying customers on qualifying Dialogic gateways within the countries where such qualifying Dialogic gateways are sold. For further information and to obtain a Distributor Price Authorization (DPA), contact your Dialogic sales representative or the Dialogic Pricing team at pricingrequest@dialogic.com.

OFFER #2 – Free Support

Qualifying customers will receive, for free and with no required additional purchase, a one (1) year Dialogic® Pro™ Services High Availability Service Contract, which is also known as a Dialogic® Pro™ Standard Per Unit Plan for Dialogic® Media Gateway Series (both hereinafter referred to as a “Support Contract”) tied to the specific qualifying Dialogic gateway(s) purchased, as indicated in the table below.

Qualifying Dialogic Gateway	SKU of Applicable Support
DMG1004LSW	S02-019
DMG1008LSW	330-064
DMG1008DNIW	330-061
DMG1008MTLDNIW	330-062
DMG1008RLMDNIW	330-063
DMG2030DTI	330-060
DMG2060DTI	330-058
DMG2060DTIS	S01-038
DMG2120DTI	S01-039
DMG2120DTIS	330-059
DMG4060DTI	S01-009
DMG4120DTI	S01-010

Note that a qualifying customer purchasing a “1 Yr Bundle” will not receive a second Support Contract in addition to the applicable Support Contract that is already part of the 1 Yr Bundle.

OFFER #3 - Free Advanced Training

In addition to basic web-based Basic Training (hereinafter referred to as “Basic Training”) and in-person Level 1 Advanced Training (hereinafter referred to as “Level 1 Advanced Training”, both of which are already provided for free by Dialogic to purchasers of qualifying Dialogic gateways, qualifying customers also will be eligible to participate in “Level 2” in person Advanced Training (hereinafter referred to as “Level 2 Advanced Training” and denoted by the Dialogic Training Custom Training SKU S17-002) for free, subject to certain restrictions and limitations noted below.

DEFINITIONS AND LIMITATIONS OF SUPPORT AND TRAINING

The Support Contract begins on the date Dialogic receives the order for the applicable qualifying Dialogic gateway, and ends on that same date one year later, regardless of whether the end date falls on a holiday or weekend. The Support Contract cannot be sold, transferred or assigned to another entity without prior written approval of Dialogic. Also, the Support Contract cannot be returned to or exchanged with Dialogic under any circumstances whether for or toward the purchase of another Dialogic product, or for credit, or for a full or partial refund. Unless approved by Dialogic in writing, there can be no substitutions of the applicable Support Contract. For example, if a qualifying customer purchases a DMG1008LSW during the Program Period, then the qualifying customer will receive only the Support Contract that is specifically applicable to the DMG1008LSW Dialogic gateway. Details regarding the Basic Training, Level 1 Advanced Training and Level 2 Advanced Training are available on Dialogic’s web-site at:

- http://www.dialogic.com/training/DMG_Conf_Training.htm (Basic Training)
- http://www.dialogic.com/training/DMG_Advanced_1.htm (Level 1 Advanced Training)
- http://www.dialogic.com/training/DMG_Advanced_2.htm (Level 2 Advanced Training)

The Level 1 and Level 2 Advanced Training sessions will be held in a site or in sites to be determined by Dialogic, with upcoming sites denoted on the respective web sites listed above. Dates and/or sites of Level 1 and/or Level 2 Advanced Training sessions are subject to change at any time without notice, and additional dates may be added. Those who attend Level 1 and/or Level 2 Advanced Training Sessions must fulfill the “Required Preparation” for each Session, as indicated on the web sites listed above.

Per OFFER #3 of the Starter Kit Program, only one (1) person per qualifying customer can attend a Level 2 Advanced Training session for free, and such attendance must occur on or before September 30, 2009. If such one person is unable to attend or not permitted to attend a Level 2 Advanced Training session of his/her choosing due to a reason unrelated to Dialogic (e.g., illness), Dialogic reserves the right to offer, but does not guarantee that it will offer, the opportunity for the qualifying customer to send one (1) person to participate in a subsequent Level 2 Advanced Training session, space permitting. Qualifying customers only receive free tuition for the Level 1 and Level 2 Advanced Training sessions, and must provide and pay for any and all expenses associated with such Level 1 and Level 2 Advanced Training Sessions including but not limited to transportation to and from the Level 1 and Level 2 Advanced Training sessions, as well as for any required food/drink (other than any that which may be served during the Level 1 and Level 2 Advanced Training sessions) and lodging. Level 2 Advanced Training associated with the Starter Kit Program cannot be sold, transferred or assigned to another entity without prior written approval of Dialogic, nor can it be returned to or exchanged with Dialogic for or toward the purchase of another Dialogic product, for credit, or for a full or partial refund.

WHAT CONSTITUTES A SALE FOR PURPOSES OF THE STARTER KIT PROGRAM

In order to constitute a sale for purposes of the Starter Kit Program, the sale:

- (b) must be to a qualifying customer (as defined above),
- (b) must be of a qualifying Dialogic gateway (as defined above) in a Series (i.e., DMG1000 Series, DMG2000 Series, DMG4000 Series) from which the qualifying customer had not previously purchased a qualifying Dialogic gateway,
- (c) must have occurred during the Program Period (as defined above),
- (d) must not have been followed by the qualifying Dialogic gateway(s) sold being returned to Dialogic, for credit, on or before January 31st 2009.
- (e) must not be combined* with any other Dialogic promotional offer.

* - A qualifying customer can be eligible to participate in both the Discount Program and the ongoing Dialogic® Media Gateway Series Worldwide Channel Starter Kit. See below for details.

PARTICIPATION IN BOTH THE STARTER KIT PROGRAM AND THE DIALOGIC® MEDIA GATEWAY SERIES WORLDWIDE CHANNEL DISCOUNT PROGRAM

Qualifying customers participating in the Starter Kit Program also can potentially be eligible to participate in the Dialogic® Media Gateway Series Worldwide Channel Discount Program (hereinafter referred to as the “Discount Program,” which also is running during the Program Period and which has separate terms and conditions available at <https://www.dialogic.com/landing/DMG-offer>) based on certain multiple purchases made during the Program Period.

Note, however, that the offer(s) available to qualifying customers under the respective Programs cannot be combined in connection with a single purchase of a qualifying Dialogic gateway or a qualifying SIPcontrol Software License, and the respective requirements of each Program must be met in order to participate in both Programs.

If a qualifying customer wishes to participate in ***both*** the Discount Program and the Starter Kit Program with respect to the qualifying SIPcontrol Software Licenses, it can be eligible to do so ***only if*** it is a first time customer of a qualifying SIPcontrol Software License, since that is a condition of participating in the Starter Kit Program. First time qualifying customers can purchase two (2) qualifying SIPcontrol Software Licenses during the Program Period, wherein the first qualifying SIPcontrol license would be eligible for the Starter Kit Program and the second would be eligible under the Discount Program. Any additional qualifying SIPcontrol Software Licenses, beyond a total of two (2), purchased by a qualifying customer during the Program Period would not be eligible for either the Starter Kit Program or the Discount Offer.

If a qualifying customer purchases two (2) or more qualifying SIPcontrol Software Licenses contemporaneously (i.e., within the same order) during the Program Period, then the Starter Kit Program would be eligible to apply to the most expensive qualifying SIPcontrol Software License in the order and the Discount Program would be eligible to apply to the second most expensive qualifying SIPcontrol Software License in the order. In a similar vein, if a qualifying customer first purchases a single qualifying SIPcontrol Software License during the Program Period and then, still during the Program Period, places a second, separate order for more than one (1) qualifying SIPcontrol Software License, then the Discount Program would apply to the most expensive of the qualifying SIPcontrol Software Licenses in the second, separate order.

If a qualifying customer wishes to participate in both the Discount Program and the Starter Kit Program with respect to the qualifying Dialogic gateways, it can be eligible to do so only if it is a first time customer of a qualifying Dialogic gateway within a particular Series, since that is a condition of participating in the Starter Kit Program. Accordingly, a qualifying customer can participate in the Starter Kit Program only up to three (3) times during the Program Period (once for each of a DMG1000 Series qualifying Dialogic gateway, a DMG2000 Series qualifying Dialogic gateway, and a DMG4000 Series qualifying Dialogic gateway), or, accordingly, fewer than three (3) times if the qualifying customer has previously purchased a qualifying Dialogic gateway from one or more of the DMG1000 Series, DMG2000 Series or DMG4000 Series.

Regardless of whether a qualifying customer purchases one (1), two (2) or three (3) qualifying Dialogic gateways per the Starter Kit Program, the customer can be eligible to purchase only one (1) qualifying Dialogic gateway per the Discount Program. Thus, the maximum number of qualifying Dialogic gateways that can be covered during the Program Period is four (4), and that would only occur if a qualifying customer bought a DMG1000 Series qualifying Dialogic gateway, a DMG2000 Series qualifying Dialogic gateway, and a DMG4000 Series qualifying Dialogic gateway (each covered by the Starter Kit Program), plus one additional qualifying Dialogic gateway from either the DMG1000 Series, the DMG2000 Series or the DMG4000 Series (such additional qualifying Dialogic gateway purchase covered by the Discount Program).

For qualifying customers eligible to participate in both the Starter Kit Program and the Discount Program with respect to qualifying Dialogic gateways, the qualifying Dialogic gateway that is eligible to be covered by the Discount Program would be the second qualifying Dialogic gateway that is purchased from a particular Series during the Program Period, wherein the first qualifying Dialogic gateway purchased during the Program Period from that same Series would be covered by the Starter Kit Program.

LIMITATION OF LIABILITY

All participants in the Starter Kit Program agree that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Starter Kit Program shall be resolved individually without resort to any form of class action, and each participant waives his or her right to a jury trial for such disputes, claims, and causes of action; (2) any claims, judgments and/or awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Starter Kit Program, but in no event attorneys' fees; and (3) under no circumstances will any participant be permitted to obtain any award for, and participants hereby waive all rights to claim, punitive, indirect, special, incidental or consequential damages as well as any and all rights to have damages multiplied or otherwise increased and waive all rights to claim any other damages, other than damages for actual out-of-pocket expenses.

CONSTRUCTION

All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions, or the rights and obligations of any participating and/or Dialogic, shall be governed by, and construed in accordance with the laws of the Province of Quebec, without giving effect to any choice of law or conflict of law rules or provisions (whether those of Quebec, or of any other Canadian or other jurisdiction) that would cause the application of the laws of any jurisdiction other than Quebec. The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these terms and

conditions shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

GENERAL RELEASE

Dialogic and its affiliated companies and/or personnel shall not be liable for any punitive, indirect, incidental, special or consequential damages related to the Starter Kit Program. By participating in the Starter Kit Program, participants release Dialogic, its affiliated companies, directors, officers, employees, representatives, partners and agents from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Starter Kit Program (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light).

MISCELLANEOUS

All applicable national, state and local laws apply; void where prohibited. Dialogic shall be entitled to interpret these terms and conditions as needed - including but not limited to rules regarding participating, eligibility, deadlines, and restrictions - and all of its decisions are final. Dialogic reserves the right, in its sole discretion, to cancel, suspend or terminate the Starter Kit Program for any reason and at any time, including prior to the stated ending date. All participants in the Starter Kit Program agree to be bound by these terms and conditions and by all decisions made by Dialogic with regard thereto. Dialogic reserves the right to disqualify any person(s) or entity from participation in the Starter Kit Program should such person(s) or entity be determined or otherwise deemed to be in any way tampering with, abusing or improperly influencing or affecting any aspect of the Starter Kit Program.

INTELLECTUAL PROPERTY

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